



राजपत्र, हिमाचल प्रदेश (असाधारण)

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, बीरघाट, ६ फरवरी, १९९७/१७ मार्च, १९१८

हिमाचल प्रदेश सरकार

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

ARTICLES OF AGREEMENT made this 6th day of February One Thou and Nine Hundred and Ninty Seven between the Gujarat Ambuja Cements limited, a Company reg : tered under the Company's Act, 1956 and having its registered Office at Vadnagar, Taluka Kcd nar, District Amreli, Gujarat State, through Shri R. K. Pillai, Vice President (Works), appointed by the Company as its Attorney (hereinafter called "the Company" which expression shall include its heirs, successors and assigns) of the one part and the Government of Himachal Pradesh through the Secretary(Industries) to the Government of Himachal Pradesh (hereinafter called the "Government", which expression shall include, his successors in office and assings) of the other part.

WHEREAS, upon the application of the Company for acquisition of land for purpose of Water Pipeline laying, the Government of Himachal Pradesh have agreed to acquire on behalf of the Company under provision of the Land Acquisition Act, 1894(1 of 1894), the pieces or parcels of

land described and delineated in the Schedule hereto annexed and situated in villages Rathoh, Kashlog, Neodi and Pazeena, District Solan, Himachal Pradesh, measuring 8.8 bighas having been shown to the satisfaction of the said Government that the proposed acquisition is needed for purpose of Water Pipeline laying and whereas the said Government have called upon the Company under the provision of Section 41 of the said Act to enter into the agreement with the Government hereafter contained.

Now, these presents witness and it is hereby agreed and declared as follows :

1. On demand, the Company shall and will pay to the said Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1894, or by Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the said Act.
2. On demand, made by the said Collector the obligation of the Company under the last preceding clause not being thereby limited the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purposes mentioned in the last preceding clause.
3. On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (on deposit by the Company of all estimated amount as provided in the second clause) but not before possession shall have been taken under the provisions of the said land to the company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company.
4. In case, the Company has offered the land and construction etc. in it as security with the previous sanction of the Government for raising loans from Financial Institutions/Banks etc. within India and outside, the Government shall not have recourse to its rights or resumption of the lands under this clause, during the period such loan is outstanding.
5. The said land shall be held by the Company for the purposes for which it is acquired or purpose legitimately connected as is hereinbefore mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever.
6. Should the said lands not held by the Company for the purpose for which it is acquired legitimately connected as is hereinbefore mentioned within a period of three years from the date on which possession of the said land shall have been given to the Company within such further period as in its discretion may be prescribed or allowed by the State Government of Himachal Pradesh or should the lands at any time thereafter cease for a period of 36 consecutive months or ceased to be required for the purpose or purposes provided for in the foregoing 4th clause and in any such case the said Government may summarily re-enter upon and take possession of the said land together with all buildings thereon whether such buildings were erected before or after transfer of the land to the Company and thereupon the interest of the Company in the said land and buildings shall cease and determine.

IN WITNESS whereof the seal of the Company has been affixed and the Government of the State of Himachal Pradesh here into set his hand and seal, the day, month and year hereinabove mentioned.

Sd/-
For and on behalf of Gujarat Ambuja
Cements Limited.

Witness :

Sd/-

1. DINESH SHARMA,
Admn. Officer, Gujarat Ambuja Cements.
Aggarwal Bhawan, Sanjauli, Shimla-6.

Sd/-

K. S. BISHT,
Assistant,
Gujarat Ambuja Cements Ltd.
Aggarwal Bhawan, Sanjauli, Shimla-6. (H. P.).

Sd/-

1. (P. C. JASSAL),
Jt. Secy. (Ind.) H. P. Sectt.

Sd/-

2. HARI RAM THALARI
Section Officer Ind./H.P. Sectt.

Sd/-

R. K. PILLAI,
Vice President (Works),
Authorised Signatory.

Sd/-

For and on behalf of the
Government of Himachal Pradesh.

Sd/-

Through the Secretary (Industries)
to the Government of Himachal Pradesh.

SCHEDULE

District : SOLAN

Tehsil : ARKI

Village	Khasra No.	Area	
		B'gha	B.swa
1	2	3	4
Rathoh	149/2/1	0	1
	236/1	0	1
	237/1	0	2
Kita	3	0	4
	66/1	0	1
	67/1	0	1
Kashlog	68/1	0	4
	69/1	0	1
	71/1	0	2
	73/1	0	2
	72/1	0	1
	109/1	0	1
	109/2	0	1
	111/1	0	1
	112/1	0	1
	11	0	16
Kita	11	0	16

1	2	3	4
Pazeena	13/1	0	3
	14/1	0	1
	15/1	0	1
	16/1	0	1
	17/1	0	1
	18/1	0	1
	19/1	0	1
	24/1	0	2
	25/1	0	1
	26/1	0	4
	31/1	0	1
	33/1	0	1
	188/1	0	3
	189/1	0	1
	190/1	0	1
	191/1	0	1
	192/1	0	1
	193/1	0	1
	198/1	0	2
	205/1	0	4
Kitta	20	1	12
Neodi	474/443/171/1	0	6
	509/172/1	0	1
	174/1	0	6
	174/2	0	2
	175	0	15
	176	0	2
	180/1	0	2
	179/1	0	3
	181/1	0	2
	185/1	0	4
	182/1	0	6
	182/2	0	1
	186/1	0	1
	187/1	0	1
	190/1	0	2
	476/192/1	0	1
	542/196/1	0	4
	543/196/1	0	2
	544/196/1	0	1
	551/196/1	0	2
	231/1	0	9
	246/1	0	4
	258/1	0	3
	259/1	0	2
	260/1	0	4
	313/1	0	3
	314/1	0	2
	322/1	0	4
	324/1	0	4

1	2	3	4
	329/1	0	2
	330/1	0	3
	346/1	0	8
	549/196/1	0	4
	Kita		
	33	5	16
Total Kitta	67	Total Rakba	8

For and on behalf of
Gujarat Ambuja Cements Limited.

Witness :

Sd/-
1. (DINESH SHARMA),
Admn. Officer, Gujarat, Ambuja Cements,
Aggarwal Bhawan, Sanjauli, Shimla-6.

Sd/-
R. K. PILLAI,
Vice President (Works),
Authorised Signatory.

Sd/-
2. (KUNDAN SINGH BISHT),
Assistant,
Gujarat Ambuja Cements Ltd.
Shimla-6.

For and on behalf of
the Government of Himachal Pradesh.

Sd/-
1. (P. C. JASSAL),
Jt. Secy. (Ind.) H. P. Sectt.

Through the Secretary (Industries),
to the Government of Himachal Pradesh.

Sd/-
2. (HARI RAM THALARI),
Section Officer (Ind.) H. P.

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

ARTICLES OF AGREEMENT made this 6th day of February One Thousand Nine Hundred and Ninty Seven between the Gujarat Ambuja Cements Limited, a Company registered under the Company's Act, 1956 and having its registered office at Vadnagar, Taluka Kodinar, District Amreli, Gujarat State, through Shri R. K. Pillai, Vice President (Works), appointed by the Company as its Attorney (hereinafter called "the Company" which expression shall include its heirs, successors and assigns) of the one part and the Government of Himachal Pradesh through the Secretary (Industries) to the Government of Himachal Pradesh (hereinafter called the "Government", which expression shall include his successors in office and assigns) of the other part.

WHEREAS, upon the application of the Company for acquisition of land for purpose of making permanent truck yard, the Government of Himachal Pradesh have agreed to acquire on behalf of the Company under provision of the Land Acquisition Act, 1894 (1 of 1894), the pieces or parcels of land described and delineated in the Schedule hereto annexed and situated in village Syar, Tehsil Arki District Solan, Himachal Pradesh, measuring 40.17 bighas having been shown to the satisfaction of the said Government that the proposed acquisition is needed for purpose of making permanent truck yard and whereas the said government have called upon the Company under the provision of Section 41 of the said Act to enter into the agreement with the Government hereafter contained.

Now these presents witness and it is hereby agreed and declared as follows :

1. On demand, the Company shall and will pay to the said Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1894 or by Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the said Act.
2. On demand, made by the said Collector, the obligation of the Company under the last preceding clause not being thereby limited, the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purposes mentioned in the last preceding clause.
3. On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (on deposit by the Company of all estimated amount as provided in the second clause) but not before possession shall have been taken under the provisions of the said land to the company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company.
4. In case, the Company has offered the land and construction etc. in it as security with the previous sanction of the Government for raising loans from Financial Institutions/Banks etc. within India and outside, the Government shall not have recourse to its rights or resumption of the lands under this clause, during the period such loan is outstanding.
5. The said land shall be held by the Company for the purposes for which it is acquired or purpose legitimately connected as is hereinbefore mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever.
6. Should the said lands not held by the Company for the purpose for which it is acquired legitimately connected as is hereinbefore mentioned within a period of three years from the date on which possession of the said land shall have been given to the Company within such further period as in its discretion may be prescribed or allowed by the State Government of Himachal Pradesh or should the lands at any time thereafter cease for a period of 36 consecutive months or ceased to be required for the purpose or purposes provided for in the foregoing 4th clause and in any such case the said Government may summarily reenter upon and take possession of the said land together with all buildings thereon whether such buildings were erected before or after transfer of the land to the Company and thereupon the interest of the Company in the said land and buildings shall cease and determine.

IN WITNESS whereof the seal of the Company has been affixed and the Government of the State of Himachal Pradesh hereinto set his hand and seal, the day month and year herein above mentioned.

For and on behalf of
Gujarat Ambuja Cements Limited.

Witness :

Sd/-
1. (DINESH SHARMA),
Admn. Officez, Gujarat Ambuja Cements,
Aggarwal Bhawan, Sanjauli, Shimla-6.

Sd/-
R. K. PILLAI,
Vice President (Works),
Authorised Signatory.

Sd/-
2. (KUNDAN SINGH BISHT),
Assistant, Gujarat Ambuja Cements,
Aggarwal Bhawan, Sanjauli, Shimla-6.

For and on behalf of the
Government of Himachal Pradesh.

Sd/-
1. (P. C. JASSAL),
Jt. Secy. (Ind.) H. P. Sectt.

Through the Secretary (Industries),
to the Government of Himachal Pradesh.

Sd/-
2. (HARI RAM THALARI),
Section Officer (Ind.) H. P. Sectt.

SCHEDULE

District : Solan

Tehsil : Arki

Village	Khasra No.	Area	
		Bigha	Biswa
1	2	3	4
Syar	110	0	13
	172	0	8
	100	1	16
	311/154	2	2
	184	5	18
	103	1	13
	109	0	17
	99	0	10
	101	0	11
	163	1	9
	168	0	5
	169	1	19
	170	0	18
	176	0	7
	185	2	1
	186	0	14
	187	1	8
	174	0	9

1	2	3	4
	175	1	2
	156	0	11
	157	0	10
	155	0	11
	167	1	4
	160	0	2
	97	0	1
	166	3	6
	102	3	6
	397/152	0	16
	173	0	8
	98	1	11
	158	0	8
	161	1	15
	162	0	18
	171	0	10
Total Kita ..	34	40	17

*For and on behalf of
Gujarat Ambuja Cements Limited.*

Witness :

Sd/-

1. (DINESH SHARMA),
*Admn. Officer Gujarat Ambuja Cements,
Aggarwal Bhawan, Sanjauli, Shimla-6.*

Sd/-

2. (KUNDAN SINGH BISHT),
*Assistant
Gujarat Ambuja Cements Ltd.
Aggarwal Bhawan, Sanjauli, Shimla-6.*

Sd/-

1. (P. C. JASSAL),
Jt. Secy. (Ind.) H. P. Sectt.

Sd/-

2. (HARI RAM THALARI),
Section Officer (Ind.) H. P. Sectt.

Sd/-

*R. K. PILLAI,
Vice President (Works),
Authorised Signatory.*

*For and on behalf of
the Government of Himachal Pradesh.*

Sd/-

*Through the Secretary (Industries),
to the Government of Himachal Pradesh.*